This brochure contains KPN B.V.'s General Terms and Conditions for Mobile Telecommunication Services 2016. The General Terms and Conditions only relate to requests and contracts for KPN's Mobile Telecommunications Services and Supplementary Services. Other KPN products and services, including mobile handsets and service for them, are outside the scope of these Terms and Conditions. In so far as KPN supplies such mobile handsets or other facilities, this is done on the grounds of separate contracts to which other terms and conditions apply.

You can find more information about KPN's products and services, the applicable rates and other terms and conditions on the internet site www.kpn.com. KPN advises you to consult this internet site regularly.

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Chapter 1 General provisions

**Article 1 Definitions**

In these General Terms and Conditions the following terms have the stated meaning. Defines terms used in the text have initial capital letters.

**Service Concept:** An offer to provide a Connection and/or Service with the associated use options, rates and terms and conditions.

**Connection:** The option to use by means of a suitable Mobile Handset one or more Mobile Telecommunications Services (Mobiele Telecommunicatie-diens) as well as the Supplementary Services (Aanvullende Diensten) and any Third Party Content Services (Contentdiensten van Derden) purchased at the same time.

**Supplementary Service:** A special telecommunications facility offered by KPN in the context, of a Mobile Telecommunications Service that can relate to, among other things, the routing, connection structure, storage or processing of data, such as the Number Display (NummerWeergave), Voicemail, SMS or Mobile TV services; a KPN Content Service (Contentdienst); or another service that is offered by KPN in connection with the supply of a Mobile Telecommunications Service.

**Subscription:** A Connection for which the payments due are charged to the Contracting Party by means of an invoice.

**General Terms and Conditions:** The General Terms and Conditions for KPN’s Mobile Telecommunications Services 2016.

**Consumer:** The Contracting Party who uses a Connection other than in practicing a profession or running a business.

**Content Service:** A service offered by KPN or a third party where the End User – using a Mobile Telecommunications Service or a Supplementary Service such as SMS or MMS – can receive, peruse, use, share or distribute information, text files, audio files and/or graphics files, applications, software and such like, as well as combinations of the foregoing, such as SMS or MMS content services, mobile internet services or 0800/090x services.

**Contracting Party:** The party who has entered into a contract with KPN for a connection.

**Data Service:** The KPN Mobile Telecommunications Service that enables the handling of data traffic from and to network connection points on the Mobile Network or other networks or systems with which the Mobile Network is linked directly or indirectly, with due regard for any technical standard that KPN uses to offer data services.

**Service** A Mobile Telecommunications Service or a Supplementary Service.

**End User** The natural person who actually uses a Connection.

**Internet Site** The internet site with the address www.kpn.com, or another internet address to be indicated by KPN.

**KPN** KPN B.V.

**Month** A continuous period to the same date in the next calendar month, unless it follows from the context that a calendar month is meant.

**Mobile Network** A system of technical facilities for mobile telecommunication that KPN uses to deliver Services.

**Mobile Handset** A mobile transmitting and/or receiving device that is suitable as a handset to be linked to a Mobile Network by means of a Connection.

**Mobile Telecommunications Service** The Mobile Telephone Service (Mobiele Telecommunicatie-Services dienst), Data Service (Datadienst), Paging Service (Semafoondienst) and/or another service offered by KPN and designated a s such.

**Paging Service** The KPN Mobile Telecommunications Service that enables End Users to receive information sent to them using a suitable Mobile Handset.

**Sim card** A smart card, which except in so far as stated otherwise, is necessary in order to use a Connection.

**Sim lock** A technical safeguard in a Mobile Handset so that it is only possible to use the Mobile Handset in combination with a specific Sim card, Service Concept or Mobile Network.

**Traffic Costs** The payments owed by the Contracting Party that depend on the use of a Service and that consists of payments for the telecommunications traffic achieved or realized in some other way.

**Working Days** Monday through Friday, with the exception of generally recognized Dutch public holidays.

**Article 2 General**

2.1 These General Terms and Conditions apply to any offer of Services and to contracts between KPN and the Contracting Party for their delivery.

2.2 The Parties, while giving due regard to these General Terms and Conditions, can add Services to a
Connection or change or terminate the Connection or Services. The additional contract to that end is established in one of the following ways:
a by actually making use of the Service concerned; or
b in a way corresponding to the provisions in article 1:3 and/or 2:1 of the General Terms and Conditions; or in another way, as indicated by KPN in a specific case. These General Terms and Conditions apply to any further contract established in this way.
2.3 The General Terms and Conditions are divided into chapters. The first chapter applies to every Connection or Service. The other chapters are only applicable if the Connection or Service to which that chapter relates, have been agreed between KPN and Customer.
2.4 The General Terms and Conditions are not applicable to contracts with third parties that the Contracting Party (or End User) enters into using a Connection, such as third party Content Services. They do apply to the use of the Connection to reach these third party services.
2.5 Supplementary terms and conditions can apply to specific Service Concepts. KPN will publish them and declare them to be applicable.
2.6 Any codes of conduct relevant to the Connection and endorsed by KPN are indicated on its internet site. In so far as relevant, these codes of conduct are applicable to the contract for a Service.
2.7 If the Contracting Party is not the End User, the Contracting Party guarantees fulfilment of the obligations, as agreed by him, by the End User.

Article 3 Contracts concluded electronically
If and in so far as a contract is offered or established electronically (which in this context is also taken to mean by telephone), the provisions of this article are also applicable:
a The contract is concluded solely in Dutch.
b General information about KPN as a provider of Services can be perused on the internet site, such as registers relevant in this context where KPN is registered, relevant permits to which KPN is subjected and VAT registration numbers.
c If information is entered electronically by or for the risk of the Contracting Party in order to have a contract established, the Contracting Party guarantees the correctness of the orders placed and the information they contain. Although KPN has no obligation to verify the correctness of the information given, KPN will have the right to do so. d If a contract is a remote contract as meant by article 7.46a under a of the Dutch Civil Code, a Consumer may cancel it within 7 Working Days of its establishment without giving reasons (or, if applicable, within 7 Working Days after receipt by the Contracting Party of the means for access, such as the security code and/or necessary applications and/or software). This right of termination does not apply if the use and/or consultation of the concerned Service, has started with the knowledge of by the Contracting Party within the period of 7 Working Days or if this the right to terminate is not applicable on legal grounds.

Article 4 SIM cards
4.1 In so far as necessary, KPN provides the Contracting Party for a Connection with a SIM card. The SIM card remains the property of KPN.
4.2 The Contracting Party must take all reasonable measures to protect a SIM card against unauthorized use, theft or damage. The security codes belonging to the SIM card must be kept secret as well as possible and may not be kept on or in the immediate vicinity of the SIM card.
4.3 KPN is entitled to exchange the SIM card provided to the Contracting Party in connection with a change of technical properties or in connection with technical obsolescence of the SIM card concerned. KPN is also entitled to change the technical properties or settings of a SIM card provided to a Contracting Party (remotely).
4.4 After a contract for a Connection expired, a SIM card must be put beyond use immediately.
4.5 KPN is entitled to reclaim a SIM card from its holder if it strongly suspects that the SIM card has been obtained or is being used contrary to the provisions in the contract, including these General Terms and Conditions, or the clear meaning thereof, or in some other way unlawfully in respect of KPN.
4.6 If KPN provides a Contracting Party with a Mobile Handset for a Connection that has a SIM lock, this SIM lock can be removed subject to the conditions that KPN has published. The Contracting Party is not permitted to remove the SIM lock or have it removed without express permission from KPN.
Article 5  Number allocation and retention
5.1 For the purposes of using a Connection, a Contracting Party must have one or more numbers, which will be allocated to the Contracting Party by KPN unless this is not necessary. In the case of a Mobile Telecommunications Service under which number retention is offered, a number that the Contracting Party is already using with another provider will be retained (and may be used for the Connection concerned) if that provider cooperates with number retention. KPN may charge the Contracting Party for this.

5.2 In the case of a Mobile Telecommunications Service under which number retention is offered, upon termination of the contract for a Connection the Contracting Party can ask to take a number used for that Connection to a connection from another provider of mobile telecommunications services.

5.3 If upon cancellation as referred to in articles 1:16 or 2:7 the Contracting Party wants to use number retention, KPN must be explicitly told this upon cancellation and must be provided with all relevant information.

5.4 KPN is entitled to change a number in the case of changes in a national number plan, changes in the number allocation by the Authority for Consumers & Markets (ACM), changes in a Service and/or a Mobile Network, or in other cases that make a number change necessary.

5.5 KPN will not implement a number change on the grounds of paragraph four until three Months after the change has been announced, unless an earlier change is necessary given the circumstances.

Article 6  Change in a service or mobile network
6.1 The technical properties of a Mobile Telecommunications Service or a Mobile Network may be changed by KPN in order to continue to meet current requirements and the latest technological requirements.

6.2 KPN may terminate or change the provision of services wholly or in part in connection with the termination, change or withdrawal of a permit that is necessary for the creation and operation of a Mobile Network. KPN will notify the Contracting Party for the Service that will be terminated at least three Months beforehand, unless this is not reasonably possible.

6.3 If KPN terminates the provision of service on the grounds of the previous paragraph, the existing contracts for the Service(s) end latest on the date on which the said service provision is terminated. In that case KPN will offer the Contracting Party a reasonable replacement Service where possible.

6.4 In addition to the provisions of the third paragraph, KPN is entitled to terminate or change (a Service Concept of) a Mobile Telecommunications Service giving due regard to a notice period of at least three Months if operational, technical or business reasons give cause to do so. The provisions of the previous paragraph apply correspondingly.

6.5 KPN is also entitled to terminate or change (a Service Concept of) a Supplementary Service giving due regard to a notice period of at least one Month if operational, technical or business reasons or current requirements give cause to do.

Article 7  Use
7.1 The Contracting Party is responsible for all use made of his Connection, even if this is without his permission, consent or knowledge. All Traffic Costs incurred and other costs arising out of the use of the Connection are, with due regard for article 1:12, to be borne by him.

7.2 A Connection may only be used in combination with a Mobile Handset that meets the applicable legal requirements. The consequences, including possible financial consequences, of using devices that do not meet these requirements are at the expense and sole risk of the Contracting Party. Mobile Handsets can have different functionalities, which can have implications for the use options of Services.

7.3 It is not permitted to misuse a Connection and/or Service directly or indirectly, for example (but not limited to) by carrying out activities:
   a  that, contrary to the intention of the Service, limit the amounts owed to KPN by the Contracting Party or a third party;
   b  that cause malfunctions in Services, Mobile Networks and/or other (computer) networks or telecommunications infrastructures, or that cause a nuisance to them or unforeseen use of them;
c that harass or threaten third parties or that intrude upon their private lives in some other way;
d that conflict with the applicable legislation and regulations, including the national number plans.

7.4 If telecommunications traffic is hindered by the use of a Service or connected Mobile Handsets, the Contracting Party is bound to promptly comply with instructions given by KPN and to accept the financial consequences thereof. If, in KPN’s opinion, it is necessary, KPN may immediately take the Connection with regard to a specific Service or otherwise (temporarily) out of service wholly or in part.

7.5 A Connection to the Paging Service is intended for use with one Mobile Handset. Use of a Connection by several Mobile Handsets that have been made suitable for that one Connection by means of software or other technical means, may have implications for the undisturbed operation of the Mobile Network for paging and for the use of the Paging Service, and is therefore only permitted after prior permission from KPN. KPN may attach additional conditions to such permission and charge different rates.

7.6 If it is stated that a Fair Use Policy applies to a Service Concept, there will be no fixed limit that applies to the Service concerned. The use of this Service should nevertheless be reasonable. In any event (always taking the nature of the Service Concept into account) the following are examples of activities that will be deemed ‘unreasonable’:

a connections that remain open for extended periods (baby phone), continuous or virtually continuous use;
b use for commercial purposes, such as resale of the Service;
c use for other than personal or private purposes or, in the case of Service Concepts intended for business use, for use other than normal business use;
d in case this is specifically stated in the Service Concept: use above a certain reasonable amount, this amount being derived from the average use of other, comparable users;
e use that is otherwise contrary to the provisions of this article.

If KPN concludes that there is unreasonable use of a Service, it is entitled, without any prior notice, to suspend use of the Service temporarily or otherwise, to limit the use options or quality level of the Service temporarily or otherwise (for example by limiting the speed delivered for a Data Service), or – in the case of repeated unreasonable use – to terminate the contract for the Service. KPN will give further examples of unreasonable use on its internet site together with the measures that will be taken in regard to the use concerned.

7.7 The Contracting Party guarantees that he has the intellectual property rights and use rights that are needed for the use of a Content Service.

7.8 The Contracting Party will not carry out any activities or fail to carry out any activities that he knows or could reasonably be expected to know are punishable by law or unlawful in respect of KPN or third parties. The Contracting Party specifically guarantees that neither he nor an End User will, through the Connection or using the Connection:

a spread (computer) viruses or misuse access privileges.
b bypass safeguards or deliberately deactivate devices that are connected directly or indirectly to the Mobile Network or make any attempt to do so.
c change or make unusable third party information without that party’s permission or add information to third party information without that party’s permission.
d send large quantities of unsolicited messages with the same or comparable content (or have them sent) or publish large quantities of information with the same or comparable content.
e pose (misleadingly) as someone else, for example, by using an address that he uses to identify himself as the sender of a particular message from a third party without that party’s permission.
f use Content Services in and from other countries contrary to the applicable legislation and regulations in those countries.

The Contracting Party will comply with and regularly consult any additions to these regulations, as issued by KPN on its internet site.
In addition to the provisions elsewhere in these General Terms and Conditions, in view of the service being provided and the technology used, the following applies in particular to Content Services:

a. KPN does not guarantee the success of transactions that are (partially) implemented using a Content Service.

b. KPN is not responsible for the storage of messages and information by the Contracting Party, with or without the help of the memory of his Mobile Handset, in particular with regard to the possible automatic generation of data traffic or the automatic forwarding, changing or loss of information stored by the Contracting Party.

**Article 8 Security codes**

8.1 KPN may use security codes for the purpose of using, accessing or making payments for third party Services and/or Content Services.

8.2 The Contracting Party is responsible for keeping secret, securing and storing the security codes. The Contracting Party indemnifies KPN against any consequences resulting from the use of the security codes by himself or third parties.

8.3 The Contracting Party must notify KPN immediately if he has knowledge of unauthorized use of his security code or if he strongly suspects such use. The Contracting Party can also ask KPN to block a security code if and in so far as this is provided for in a specific Service Concept.

8.4 If KPN knows of the unauthorized use of a security code, it is entitled to render it unfit for use temporarily or permanently.

**Article 9 Properties, quality level, maintenance and malfunctions**

9.1 In mobile telecommunications the possibilities for building up connections and the quality and properties of connections cannot be the same in all places at all times. The differences may depend, among other things, on the Mobile Handsets used, the radio coverage of the Mobile Network being used (which can be affected by, among other things, the location or presence in a building), the quantity of telecommunications traffic and atmospheric conditions.

9.2 In mobile telecommunications the transport of information takes place wholly or partly through the air. The Contracting Party accepts that transported information can be received by parties other than those for which it was intended. KPN will apply and support technologies, within the technical standards of the Mobile Networks used, that impede the perusal of transmitted information by third parties.

9.3 The Contracting Party can utilize the option to use his connection, possibly with regard to certain Services, in another country (international roaming) in the cases where KPN has provided for this. This option and the associated rates and terms and conditions can vary from one Service Concept to another. The Contracting Party can use the services of the foreign provider concerned, with due regard for the use options, quality characteristics and regulations that are offered by this provider. KPN is entitled to make changes in the areas and providers where use can be made of this option and also in the services provided.

9.4 KPN is entitled to specify limits for the use of Services, in particular Content Services, that arise out of the technology used for the Service concerned, the nature of the Service or the Mobile Handsets used by the Contracting Party. In this context KPN is in any event entitled to not transport messages intended for the Contracting Party in the context of refusing large quantities of simultaneously sent messages where it is reasonable to assume that they have not been requested by the Contracting Party.

9.5 KPN will use its best efforts to provide service with as little disruption as possible. However it is technically impossible to prevent all service malfunctions or other limitations to the use of the service. Liability for the non-functioning or not proper functioning of services only exists within the limits of these General Terms and Conditions or in so far as KPN and the Contracting Party have made explicit provisions for this in a further contract.

9.6 The Mobile Networks and Services are maintained by or on behalf of KPN. KPN may temporarily put (a part of) a Mobile Network out of operation for the purposes of maintenance. KPN will limit this to a minimum and where this is nevertheless necessary and reasonably possible it will give timely
notification if this shutdown has noticeable implications for the Contracting Party.

9.7 As soon as possible after KPN becomes aware of them, it will investigate malfunctions and resolve them to the best of its ability.

9.8 The costs of investigating and resolving malfunctions will be borne by KPN. These costs may be charged to the Contracting Party if it emerges from the investigation that the malfunction is in the Mobile Handset that is being used or it is the result of an action by the Contracting Party or End User that is contrary to what has been agreed.

Article 10 KPN Liability

10.1 In the context of the establishment or execution of a contract, to which these General Terms and Conditions apply, KPN is not liable, except as stipulated in the following paragraphs.

10.2 KPN is only liable for loss or damage that occurred as a result of a shortcoming attributable to KPN in the following cases and up to the amounts stated for them:
   a  if it relates to loss or damage as a result of death or physical injury, up to an amount of EUR 1,500,000 per occurrence;
   b  if it relates to loss or damage as a result of acting contrary to articles 273d and 273e of the Dutch Penal Code, up to an amount of EUR 1,500,000 per occurrence;
   c  if it relates to loss or damage as a result of damage to tangible property of the Contracting Party that occurred during work associated with executing a contract, up to an amount of EUR 500,000 per occurrence;
   d  if it relates to loss or damage as a result of KPN putting a Connection out of operation without reasonable cause, up to an amount of EUR 2,500 per Connection with a maximum of EUR 1,000,000 per occurrence;
   e  if it relates to loss or damage as a result of KPN omitting or stating information incorrectly about the Contracting Party in telephone directories or number information services, up to an amount of EUR 2,500 per entry with a maximum of EUR 1,000,000 per occurrence;
   f  if it relates to loss or damage as a result of administrative errors by KPN other than those referred to in d and e, up to an amount of EUR 2,500 per Connection with a maximum of EUR 1,000,000 per occurrence.

10.3 Shortcomings of other providers of networks and services to which the KPN Mobile Networks are directly or indirectly connected and from other providers of Content Services are not attributable to KPN.

10.4 If, as a result of an occurrence (or a series of related occurrences with the same cause) as referred to in the second paragraph, there is more than one claim and the joint claims exceed the maximum specified per occurrence, the claims will be settled proportionately.

10.5 KPN cannot appeal to the limitation of liability as referred to in the first and second paragraphs if the loss or damage was caused by KPN with wilful intent, or recklessly and in the knowledge that this loss or damage could arise out of it.

10.6 Loss or damage must be reported in writing to KPN as soon as possible but no later than four weeks after it could reasonably have been discovered. Loss or damage that is not reported to KPN within this timeframe is not eligible for compensation. This does not apply in respect of Consumers if the Contracting Party shows that a timely or written response could not reasonably be expected from them.

Article 11 Contracting party liability

11.1 In the context of the establishment or execution of a contract, the Contracting Party is not liable except as stipulated in the following paragraphs of this article or elsewhere in these General Terms and Conditions.

11.2 The Contracting Party is liable for loss or damage that occurred as a result of a shortcoming attributable to him. A Consumer is only liable for consequential loss sustained by KPN if the damage was caused by the Consumer with wilful intent, or recklessly and in the knowledge that this loss or damage could arise out of it.

11.3 The Contracting Party indemnifies KPN against third party claims for compensation for loss or damage that these third parties could recover from KPN in any way whatsoever in so far as this claim is based on the use made of the Services by the Contracting Party or an End User, in particular as regards the
content of information and any intellectual property rights to it transmitted or requested by him or by an End User by means of a Service.

Article 12 Rates and payments
12.1 The Contracting Party owes KPN payments for the KPN Services he has purchased in accordance with the rates specified for them. The amounts shall be increased with VAT and any other levies imposed by government.
12.2 The rates can consist of once-only amounts due, amounts due on a monthly or other periodic basis, Traffic Costs, and amounts owed for Supplementary Services. The rates are published by KPN on its internet site and elsewhere.
12.3 KPN may collect from the Contracting Party any amounts that are owed for the use of third party Content Services or other services acting on the instructions these third parties. KPN guarantees that through the payment of these amounts to KPN, the Contracting Party is free of obligations in respect of the third party.
12.4 In so far as the monthly amounts owed to KPN for Services do not relate to an entire calendar month, 1/30th part of the monthly amount will be charged for each day unless there is an explicit departure from this in a Service Concept.
12.5 KPN information is conclusive in determining the amounts owed unless it can be demonstrated that this information is not correct.
   When specifying this information, KPN must use the degree of care that may be expected.
12.6 KPN is allowed to increase the prices payable on June 1st of each year in accordance with the Consumer Price Index published by Statistics Netherlands (CBS) over the previous period January 1st – December 31st. If the CBS Consumer Price Index is negative in any year, the prevailing prices shall not be amended.

Article 13 Suspension of services
13.1 With due regard for the provisions elsewhere in these General Terms and Conditions and in the law, KPN is entitled to suspend wholly or in part the supply of a Connection or (the access to) a specific third party Service or Content Service if the Contracting Party fails to fulfil an obligation in respect of KPN and this failure justifies suspension. The obligation to pay the periodic amounts referred to in article 1:12 and the other payments owed remains during the period that the suspension is in force.
13.2 KPN is also authorized to apply suspension wholly or in part:
   a without notice of default or announcement if the Contracting Party acts contrary to article 1:7, second through eight paragraphs, or the Contracting Party damages the interests of KPN in some other way such that KPN cannot be expected to maintain the Connection, with regard to specific Services or otherwise;
   b if the Contracting Party repeatedly makes harassing calls or sends harassing messages to third parties. However, KPN will not do this until it has requested the Contracting Party, on the basis of an investigation into the matter, to stop making these calls or sending these messages and the Contracting Party has not complied with this request; or
   c if KPN receives a communication to that effect from a competent authority.
13.3 The suspension will be lifted if the Contracting Party has fulfilled all his obligations within a period specified by KPN. Reconnection costs may be charged for lifting the suspension.

Article 14 Protection of personal privacy
14.1 KPN processes information, including personal, traffic and location information about a Contracting Party (or End User) in the provision of its services on the grounds of this and possibly other contracts with KPN, with due regard to the applicable legislation and regulations with regard to protection of personal privacy, in particular the Dutch Data Protection Act and Telecommunications Act.
14.2 The procedure for processing this information about the Contracting Party (or End User) and the protection of personal privacy is set down in KPN’s Privacy Statement, as published on its internet site. This Privacy Statement will be amended if new developments make it necessary. The following paragraphs of this article contain a few special provisions relating to protection of the personal privacy of the Contracting Party (or End User).
Processing for commercial purposes
14.3 KPN may process the information referred to in the first paragraph for commercial, idealistic and charitable purposes including market research, marketing and sales activities, assessing creditworthiness, combatting fraud and provision to third parties, with due regard for the purposes and options to resist applicable to the processing concerned, as described in detail in the Privacy Statement.

Processing in the context of statutory obligations
14.4 KPN will comply with statutory obligations to provide information, for example as part of a criminal investigation, and will cooperate with lawfully issued instructions for telephone Tapping.

Processing in the case of non-payment
14.5 If, in the context of collecting claims against the Contracting Party, KPN uses third parties such as collection agencies, or it transfers such claims to such third parties, it is entitled to provide these third parties with the information it has concerning the Contracting Party.
14.6 KPN is entitled, in collaboration with other providers of public mobile telecommunications services, to create a database of Contracting Parties whose Connection has been taken out of operation on the grounds of the provisions of article 1:13 or a contract has been terminated on the grounds of article 2:5 because of not timely payment of amounts owed. This database is intended for use by KPN and these providers in the context of accepting applications for telecommunications services. The Contracting Party can ask the party responsible for this database if he is registered in such a database and in if that is the case, on what grounds he is registered. If the Contracting Party objects to the grounds on which he is registered, he can lodge an objection to the registration.

Processing for telephone directories and subscriber information services
14.7 If the Contracting Party has told KPN that he wants to make use of this, KPN may provide personal data to the providers of paper and electronic telephone directories and subscriber information services for the purposes of publishing such directories and subscriber information services. KPN cannot guarantee the correctness, completeness and legitimacy of the information published by a Contracting Party or such a provider.

Article 15 Complaints and disputes
15.1 In the event of complaints or disputes with regard to a Service, in the first instance the Contracting Party must approach KPN, using the telephone number or address published by KPN for the purpose. KPN will make a substantive response within 30 days after receipt of the complaint or dispute, unless this is not reasonably possible. In that case within this period KPN will inform the Contracting Party – giving the reasons – when the substantive response will be communicated to him.
15.2 The Contracting Party can submit the dispute to the Telecommunications Disputes Committee (Geschillencommissie Telecommunicatie) no later than 30 days after receipt of a written rejection from KPN or within 30 days after expiry of the date on which, according to the previous paragraph, there should have been a response, provided that the dispute relates to a Service (or the application for it) which is solely or primarily used by Consumers and the committee is also authorized to hear the dispute on the grounds of its regulations. The said regulations specify the way the dispute is submitted and processed. The decision of the committee is binding for the parties.
15.3 If the Contracting Party does not agree with the handling of a dispute by the Disputes Committee or if this committee is competent on the grounds of its regulations to resolve the dispute, the parties can submit the dispute to a competent civil court.
15.4 Without prejudice to the aforesaid, the Contracting Party can submit disputes to the Authority for Consumer & Markets (‘ACM’) in cases provided for by the law.

Article 16 Changes in terms and conditions and rates
16.1 KPN is entitled to amend a stipulation in the contract, including the General Terms and Conditions.
16.2 With the exception of the provisions in the fourth paragraph, such amendments also apply to existing
contracts to which these General Terms and Conditions have been declared applicable, unless KPN states that this is not the case.

16.3 The amendments come into effect four weeks after the announcement or on a later date stated in the announcement unless a different period is required by law, which will then apply.

16.4 If a Contracting Party does not wish to accept an amendment that relates to a Service he has purchased, he can terminate the contract with regard to that Service effective from the date on which the amendment comes into force. The written cancellation must have been received by KPN before the date the amendment becomes effective.

16.5 The provisions of the previous paragraph do not apply

a  if the amendment is solely for the benefit of the Contracting Party;

b  if the amendment in reasonableness has no implications for the (legal) position of the Contracting Party;

c  if the Contracting Party is offered the option to refuse the amendment;

d  if the amendment was already irrevocably agreed to when the contract was entered into, such as a periodic adjustment of the rates in line with inflation;

e  if the amendment is prescribed by the authorities; or

f  in other cases in which this is not required on the grounds of the applicable legislation and regulations.

16.6 If in the case of termination on the grounds of paragraph 4 there is also a request to retain the number as referred to in article 1:5, without prejudice to the provisions in paragraph 4, a definitive request for number retention must have been received by KPN within two weeks after the date on which the amendment comes into effect. In this case the contract ends at the moment that the transfer of the number is implemented, and the new General Terms and Conditions and/or rates apply from the moment that the amendment is applicable. If no definitive request for number retention has been received within the said period, this will be considered as withdrawal of the termination and the contract will be continued subject to the

applicability of the new General Terms and Conditions and/or rates, unless the Contracting Party has explicitly stated that the termination is also valid in this case.

Article 17 other provisions

17.1 The Contracting Party is obliged to provide KPN with information that KPN needs for the maintenance or the proper operation of a Service, including information about Mobile Handsets that are connected or to be connected.

17.2 The law of the Netherlands applies to (the establishment of) a contract and the legal relationship that arises out of it.

17.3 All claims relating to the Connection become void after a limitation period of five years, calculated from the day following the day on which the claim became payable. This limitation period can be interrupted in accordance with the rules of general law.
Chapter 2 Subscriptions

Article 1 Establishment of the contract for a subscription

1.1 The contract for a Subscription is established as described in this article and also, when established electronically, in accordance with the provisions of article 1:3. A Subscription is applied for by completing and signing an appropriate form, unless another application method is indicated.

1.2 At the request of KPN the applicant must identify himself in a way to be specified and provide other information needed by KPN for the assessment of the application.

1.3 In the case of an application (in part) on behalf of another natural person or on behalf of a legal entity or company, the representative must identify himself at the request of KPN in a way to be specified and demonstrate his authority as a representative. In the case of a legal entity or company, the authority as a representative must be evident from a recent extract from a register maintained at a Chamber of Commerce. If registration in such a register is not possible for the legal entity or company concerned, the authority as a representative must be demonstrated in another way to be specified by KPN.

1.4 The application is considered to be an irrevocable offer by the Contracting Party to purchase a Connection.

1.5 KPN may conduct a risk assessment on the basis of the application, in which it can evaluate, among other things, the creditworthiness of the (potential) Contracting Party. In any event the application can be refused by KPN if:

   a. the risk assessment reveals risks for KPN that it is in reasonableness not prepared to accept;
   b. the applicant is without legal capacity or does not provide the requested information as referred to in the second and/or third paragraphs within a period specified by KPN;
   c. the applicant does not fulfil an obligation specified in these General Terms and Conditions or it is credible that he will not fulfil such an obligation and that this failure to fulfil justifies the refusal;
   d. the applicant does not fulfil or has not fulfilled obligations under previous legal relationships with KPN;
   e. the applicant is included in a database as referred to in article 1:14, fifth and sixth paragraphs. KPN will give reasons for the refusal at the request of the refused applicant.

1.6 Unless stated otherwise, KPN will inform the applicant about whether the application has been accepted. The contract is established on the date on which KPN has confirmed to the Contracting Party that the application has been accepted.

1.7 If a Subscription is started up in advance of the acceptance, this start-up serves as conditional acceptance. In that case KPN is entitled to terminate the contract for the Subscription directly or specify further conditions if one or more of the circumstances as referred to in the fifth paragraph occur. If the contract is terminated, the applicant is liable for the periodic payments for the period that the Subscription was in operation as well as all payments arising out of the use of Services.

1.8 The Subscription will be started up as soon as possible after establishment of the contract for it unless another moment is agreed. If it is not reasonably possible for KPN to implement the start up within two Working Days, another time will be agreed with the Contracting Party. A different time for start-up may apply to specific Service Concepts or Services. If the Contracting Party opts for number retention as referred to in article 1:5, a different time for start-up may also apply.

Article 2 Amendment of the contract for a subscription

2.1 The provisions in the previous article apply correspondingly to amendment of the contract unless different procedures and periods are announced for them.

2.2 If, during the minimum term as referred to in article 2:7, the Contracting Party wants to change the Service Concept of his Subscription to another Service Concept in which there is a lower monthly payment, during the remainder of the minimum term the Contracting Party will pay the higher of the two monthly payments of the two Service Concepts unless stipulated otherwise for the specific Service Concept.

2.3 If the Contracting Party for a Subscription relocates and/or changes his invoice address, he must notify
KPN as soon as possible of his new residential address or new location and/or new invoice address.

**Article 3 Theft and loss**

3.1 In the event of theft, loss or (suspicion of) use against the will of the Contracting Party for a SIM card or the associated security codes or, in the case of a Subscription to the Paging Service, a Mobile Handset, the Contracting Party can ask KPN to block the Subscription, except for Service Concepts where this possibility is excluded. Blocking is done as soon as possible. Reporting theft, loss or (suspicion of) use against the will of the Contracting Party, is possible 7 days a week. A request for blocking must be made to KPN promptly after the discovery of the theft, loss or use against the will of the Contracting Party.

3.2 The Contracting Party is obliged to pay the use dependent payments until the Subscription is blocked in accordance with the previous paragraph. However, periodic payments for the Subscription and the Supplementary Services remain due during the entire minimum term of the contract concerned.

3.3 Blocking as referred to in the first paragraph can be lifted at the request of the Contracting Party. Costs may be charged for this. Certain settings or information with regard to the Connection may be lost as a result of blocking.

**Article 4 Payment of subscriptions**

4.1 Once-only and periodic payments are due from the date on which the Subscription is started up or from the date on which the contract for the Service concerned is established.

4.2 KPN is entitled to require payment of once-only and periodic payments in advance. Use-dependent payments are due from the date on which they are charged. Different payment conditions may be specified for specific Service Concepts.

4.3 Unless a different invoicing procedure is agreed, KPN charges the Contracting Party for all the amounts due in relation to a contract for a Subscription (including payments for Services, for delivered items and for third party Content Services). If it is agreed that the invoices will be sent to one or more third parties or to different addresses, the Contracting Party remains liable in respect of KPN for correct payment and the provisions in these General Terms and Conditions remain fully applicable in respect of the Contracting Party.

4.4 Invoices are provided to the Contracting Party in paper or electronic form, depending on the Service Concept. Different periods may be involved for different Service Concepts. Interim payment may be required in special circumstances (such as abnormally large amounts for use-dependent payments in a limited period).

4.5 Payment must be made in the way and within the payment term of 21 (twenty-one) days from the invoice date, unless explicitly agreed otherwise. If the Contracting Party has provided KPN with a direct debit authorization, KPN is entitled to use it from the date of the invoice. In case parties have agreed on payment by direct debit, KPN shall announce on the invoice on which date the invoice amount shall be debited from the account of the Contracting Party. KPN may specify additional requirements or limitations for the payment methods.

4.6 The Contracting Party for a Subscription can make it known which of the ways that KPN offers to specify his invoice he wants to have or wants to receive. A payment, in accordance with the published rates, may be requested for a specification that departs from the standard specification or for a different way of receiving invoices.

4.7 Objections to the amounts charged must be made known to KPN before the due date of the invoice. KPN will not reject tardy objection by a Consumer if this period is exceeded if the Consumer could not reasonably have been expected to discover the objections within this period. Payment may not be suspended with regard to the part of the amount being charged against which no objection has been made.

4.8 If the Contracting Party has repeatedly submitted objections to amounts he has been charged and the objections have proved to be unfounded, and if objections are made again, KPN may charge the investigation costs to be incurred to the Contracting Party in advance. KPN will notify the Contracting Party that it will make use of this entitlement before an investigation is started.
Article 5 Late payment

5.1 If the Contracting Party for a Subscription has not paid the payments he owes within the period referred to in article 2:4, fifth paragraph, or if the direct debit order failed, he is in default without notice of default being given.

5.2 KPN is entitled to charge statutory interest and the reasonable costs of obtaining payment without resort to the courts from the date on which the Contracting Party is in default. This in any event includes extrajudicial costs (including costs to be incurred by KPN itself for demanding payment from the Contracting Party and other administrative costs) that are made in reasonableness and which amounts are reasonable in comparison to the outstanding claim.

5.3 If the Contracting Party has also not paid within a further period specified by KPN, KPN is entitled to suspend providing services to the Contracting Party in accordance with article 1:13 or to dissolve the contract.

Article 6 Security

6.1 If at any moment reasonable doubt can arise on the grounds of facts or circumstances about whether the Contracting Party for a Subscription (or the applicant as referred to in article 2:1) will fulfil his payment obligations, or if he owes above average amounts in a limited period for use-dependent payments, or if he has no fixed residential address or location in the Netherlands, KPN is entitled to ask for security money or a bank guarantee or to demand a deposit.

6.2 The amount associated with the provisions in the first paragraph will not be higher than the amount that the Contracting Party will owe in reasonableness over a period of twelve Months. A longer period may be taken as a criterion for Connections with minimum term of more than a year.

6.3 As soon as there is no longer any need for security, KPN will give notification that the deposit or bank guarantee can expire or that the security money plus any interest as referred to in article 4 will be repaid.

6.4 No interest is paid on the security money during the first year after being deposited. If the security money remains with KPN for longer than a year, interest will be paid for the entire period on an annual basis at a percentage that is equal to the statutory interest as referred to in article 6:119 of the Dutch Civil Code.

6.5 In the event that a Contracting Party for a Subscription owes above average amounts in a limited period for use dependent payments, KPN is also entitled (but not obliged) to block the Subscription or certain Services or uses to which above average rates apply until the Contracting Party has paid or has provided security in accordance with this article. KPN will notify the Contracting Party about this beforehand where this is reasonably possible.

Article 7 Term of the contract for a subscription

7.1 Unless expressly agreed otherwise, the contract for a Connection or Service in entered into for a minimum term, which is set down in the contract. After expiry of this minimum term, the contract is converted by law into a permanent contract.

7.2 If in regard to a Supplementary Service it is also necessary to purchase another Service, the minimum term for this other Service will be extended as a result of purchasing the Supplementary Service to the end of the minimum term of the Supplementary Service. After expiry of the minimum term the Supplementary Service ends in any event at the moment at which the other Service (necessary for it) ends.

7.3 Without prejudice to the provisions of the second paragraph, a Service can be cancelled by each of the parties on or after the expiry of its minimum term. Notification of cancellation must be in writing by giving a period of notice of one Month, unless KPN has announced another method of cancellation. Unless KPN has terminated the agreement by giving three Months notice.

7.4 The contract ends if all the Services belonging to the Subscription have ended.

7.5 Cancellation of a Service during its minimum term is only possible if the Contracting Party has died during the minimum term or in the situations and under the conditions referred to in articles 1:6 and 1:16.

7.6 Both the Contracting Party and KPN may dissolve the contract for a Subscription wholly or in part if the
other party fails to fulfil one or more of its obligations, in so far as this failure justifies dissolution. If fulfilment is still possible, first of all a written notice of default must be sent, except in the cases referred to in article 1:13, second paragraph, and except in the case that a reminder as referred to in article 2:5, third paragraph, has been sent.

Dissolution by KPN is also possible in the case of the bankruptcy, moratorium, statutory debt restructuring or receivership of the Contracting Party. In the last case, at the request of the receiver KPN may decide to continue with the contract if sufficient security can be provided in accordance with article 2:6.

7.7 If KPN dissolves the contract during the applicable minimum term on the grounds of the previous paragraph, the Contracting Party continues to be bound to pay the periodic payments as referred to in article 1:12 for the Services he has purchased for the remaining period of the minimum term.

7.8 Termination of a contract on grounds other than the provisions in the General Terms and Conditions is only possible if both parties agree to it. KPN may attach conditions to its agreement.

7.9 Upon termination of the contract, irrespective of the grounds, any claim by the Contracting Party to any remaining credit balances, such as cluster credit balances, expires.
KPN provides various telecommunications services. Sometimes there are security risks associated with the use of such services, for example in regard to the integrity of your information or your identity, or the safeguarding of the devices you use. KPN will notify you about special security risks, including via its internet site www.kpn.com. It is possible to obtain access to the internet through various different KPN services. The internet is an indispensable source of information. Unfortunately there are also risks associated with the internet. Below you will find an overview of the most common risks to breaches in security and the safeguarding of (your access to) the internet. There is an up-to-date overview of special risks and recommendations about limiting them on www.kpn.com. You are responsible for taking (or not taking) these measures.

**Spam** Receiving or (unknowingly) sending large quantities of unsolicited messages.

**Botnet, zombie** The hijacking of your computer by an unauthorized user.

**Phishing** Receiving or (unknowingly) sending software that is intended to find out personal subscriber information, for example bank details, PIN code or login name.

**Spyware** Receiving or (unknowingly) sending software that is intended to spy on the (internet) behavior of subscribers.

**Trojans and other malware** Receiving or (unknowingly) sending software that is intended to interfere with subscribers’ computers such that data are lost or are published for the outside world.

**Safeguard wireless router** The undesired co-use of wireless internet connections by other end users, as a result of which possible criminal or otherwise undesirable activities using this connection could be attributed to the subscriber concerned, or as a result of which end users may gain access to the subscribers’ computer.

**Identity theft** The use of your identity by others as a result of information about you, for example your password, e-mail address, name and postal code, or date of birth becoming known.

**Undesirable** websites Access to or (unsolicited) confrontations with undesirable websites, such as websites that are unsuitable for children.